

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ANTONIO LOPEZ, individually;  
JOHANNA LOPEZ, individually;  
M.R., by and through his guardian ad  
litem, April Rodriguez, individually and  
as successor in interest to Brandon  
Lopez; B.L. and J.L., by and through  
their guardian ad litem Rachel Perez,  
individually and as successors in  
interest to Brandon Lopez; S.L., by and  
through his guardian ad litem, Rocio  
Flores, individually and as successor in  
interest to Brandon Lopez,

Plaintiffs,

vs.

CITY OF ANAHEIM, a municipal  
corporation; CITY OF SANTA ANA;  
DAVID VALENTIN; JORGE  
CISNEROS; PAUL DELGADO;  
BRETT HEITMAN; KENNETH  
WEBER; CAITLIN PANOV; and  
DOES 1-10, inclusive,

Defendants.

Case No.: 8:22-cv-01351-JVS-ADS

*Honorable James V. Selna*

**ORDER APPROVING EX PARTE  
PETITION FOR APPROVAL OF  
MINORS COMPROMISES AND  
TERMS OF STRUCTURED  
SETTLEMENT / ANNUITY FOR  
THE COMPROMISE OF MINOR  
PLAINTIFF J.L. AND B.L.'s  
CLAIMS [116]**

## ORDER

2        This Court, having considered Plaintiffs J.L. and B.L.'s Ex Parte Petition for  
3 Approval of Mimors' Compromises and Terms of Structured Settlement / Annuity  
4 for the Compromise of Minor Plaintiffs J.L. and B.L.'s Claims, and GOOD CAUSE  
5 appearing therefore, hereby GRANTS the Petition and makes the following orders:

1. The settlement of minor Plaintiffs J.L. and B.L.’s action against the  
2 Defendant City of Anaheim in the gross amount of \$1,450,000.00 (each  
3 minor) is approved.
4. Defendant, through counsel, shall prepare and deliver the drafts for the  
5 gross settlement proceeds in the net amount of \$1,083,640.38 for minor  
6 Plaintiff J.L., and \$1,083,640.38 for minor Plaintiff B.L. payable as  
7 follows:  
8
9. A draft for \$732,719.24 shall be made payable to “Carrazco Law,  
10 A.P.C., Client Trust Account.” These funds shall be used to (1) satisfy  
11 the attorneys’ fees owed to Carrazco Law, A.P.C., in the amount of  
12 \$725,000.00; and (2) costs owed to Carrazco Law A.P.C., in the  
13 amount of \$7,719.24.
14. Defendant City of Anaheim will purchase a structured annuity for the  
15 minor Plaintiffs J.L. and B.L. in the amount of \$1,083,640.38 (each  
16 minor) from Prudential Assigned Settlement Services Corporation  
17 (hereinafter referred to as “Assignee”), which will provide periodic  
18 payments to be made by The Prudential Insurance Company of  
19 America (hereinafter referred to as “Annuity Issuer”) rated A+XV  
20 A.M. Best’s credit ratings as set forth in “Exhibit No. 1” and “Exhibit  
21 No. 2” to the Petition and in the table below.

- 1 5. Defendant will deliver the annuity premium checks to Plaintiff's J.L.  
2 and B.L. structured settlement company, Prudential Insurance  
3 Company to fund the annuity.
- 4 6. Annuity Issuer shall provide periodic payments in accordance with  
5 "Exhibit No. 1" and "Exhibit No. 2" to the Petition and as set forth in  
6 the table below.
- 7 7. All sums and periodic payments set forth in the section entitled  
8 "Payments" constitute damages on account of personal injuries or  
9 illness, arising from an occurrence, within the meaning of Section  
10 104(a)(2) of the Internal Revenue Code of 1986, as amended.
- 11 8. Prior to J.L. and B.L. reaching the age of majority, disbursement drafts  
12 will be made payable and issued to J.L. and B.L.'s parent and natural  
13 guardian, Rachel Perez , according to the payment schedule.  
14 Disbursement drafts will be made payable and will begin being issued  
15 directly to J.L. and B.L. upon reaching the age of maturity according to  
16 the payment schedule.

**Periodic payments payable to RACHEL PEREZ, guardian ad litem for the benefit of J.L and B.L.**

\$2,000.00 for J.L.	Payable Monthly, for 4 years, 5 months, and, commencing on 07/15/2024; last guaranteed payment on 11/15/2028.
\$2,000.00 for B.L.	Payable Monthly, for 2 years, 8 months and, commencing on 07/15/24; last guaranteed payment on 02/15/27.

### **Periodic Payments payable to B.L. and J.L.**

24	\$4,953.42 for J.L.	Commencing at age 18 (12/01/28)
25		Payable monthly, Guaranteed for 25
26		years & Life.
27	\$4,626.18 for B.L.	Commencing at age 18 (03/04/27)
28		Payable monthly, Guaranteed for 25
		years & Life.

1       9.    Defendant will make a “qualified assignment” within the meaning of  
2 Section 130(c), of the Internal Revenue code of 1986, as amended, to Assignee, of  
3 the Defendant’s liability to make the periodic payments as described in the above  
4 table and in “Exhibit A” to the Declaration of Kent M. Henderson, filed  
5 concurrently herewith. Such assignment, if made, shall be accepted by the Plaintiff  
6 without right of rejection and shall completely release and discharge Defendant  
7 from such obligations hereunder as are assigned to Assignee. This includes that  
8 Defendant shall execute a Qualified Assignment document.

9       10.   Defendant and/or Assignee shall have the right to fund its liability to  
10 make periodic payments by purchasing a “qualified funding asset,” within the  
11 meaning of Section 130(d) of the Code, in the form of an annuity policy from the  
12 Annuity Carrier.

13       11.   Assignee shall be the owner of the annuity policy or policies, and shall  
14 have all rights of ownership.

15       12.   The Assignee will have the Annuity Issuer mail payments directly to  
16 the Plaintiff, as set forth above. Rachel Perez (until J.L. reaches the age of the  
17 majority) and then J.L. shall be responsible for maintaining the currency of the  
18 proper mailing address and mortality information to Assignee.

19       13.   The Assignee will have the Annuity Issuer mail payments directly to  
20 the Plaintiff, as set forth above. Rachel Perez (until B.L. reaches the age of the  
21 majority) and then B.L. shall be responsible for maintaining the currency of the  
22 proper mailing address and mortality information to Assignee.

23       **IT IS SO ORDERED.**

24  
25  
26       Dated: May 29, 2024



27       The Honorable James V. Selna  
28       United States District Court Judge